



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT0981X 4
EFFECTIVE BEGIN DATE: 05-01-2006
EXPIRATION DATE: 04-30-2007
PAGE: 1 of 5

BUYER :

FOB

PAYMENT TERMS (%):

DAYS:

VENDOR:

Uniforms Mfg Inc
PO Box 12716

Scottsdale, AZ 85267-2716
USA

VENDOR CONTACT:

AARON TUCKER

PHONE: 800-222-1474

EMAIL:

VENDOR #: 38219899400

EXT:

DESCRIPTION OF ITEMS CONTRACTED

CLOTHING FOR PUBLIC SAFETY ACADEMY

Contract To Provide Clothing For Public Safety Academy Pursuant To The Specifications, Terms And Conditions Of Sealed Bid No. Bd90400s087 Dated March 8, 2004 On File With The Department Of Administrative Services, General Services Enterprise/Purchasing. Hoover State Office Building, Level A, Des Moines, Iowa 50319-0105. Mandatory Requirement: Emblems And Or Insignias Furnished With The Order Will Be Sewn On The Garment By The Vendor On The Designated Locations(S) At No Additional Cost To The State Of Iowa. Note: All Measurements Will Be Set Up Through Public Safety Contact Person: Judy Chapmen 515-281-3391 For A Time And Place.

VENDOR CONTACT SUSAN POLO
PHONE 480-368-9316
FAX 480-368-8556

RENEWAL PERIODS

FROM 05-01-2005 TO 04-30-2006

FROM 05-01-2006 TO 04-30-2007

THRESHOLDS

MINIMUM ORDER AMOUNT: \$50.00

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

595 Public Safety, Dept Of

SUB Political Sub-divisions

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	EA	20119 Bandanas, Hankerchiefs, Ties, etc. Samuel Broome Special Small Knot With Buttonholes. Color Black And Taupe. 90051-3" X 14.5" - Ladies Length 90010-3" X 18" - Regular Length 90043-3" X 20" - Long Length One Price For All Sizes, And Color Requested. 2008622	\$2.650000 \$0.000000
2	0.00000		COATS, UNIFORM, DRESS, BAND, 100% COTTON Edwards, Color Navy Blue Mens Regent Model Size 36 Thru 56 Ladies Belle Model Size 4 Thru 24 Men'S 3500m Size:36-50 \$70.00 Sizes: 52-60 Priced \$75.00 Women'S 6500m Size: 4-20 \$70.00 Sizes: 22-24 Priced \$75.00 20165	\$0.000000 \$0.000000
3	0.00000	EA	Rainwear (Raincoats, Hats, Slicker Suits, Storm Suits, Umbre Rainwear Wwrw1689 Yellow Long Rain Coat Small Thru 4xl One Price For All Sizes. 20165	\$51.000000 \$0.000000
4	0.00000	EA	Rainwear (Raincoats, Hats, Slicker Suits, Storm Suits, Umbre Rainwear Wwrw162p Yellow Short Rain Coat Small Thru 4xl One Price For All Sizes. 2008598	\$42.000000 \$0.000000
5	0.00000	EA	UNIFORMS, BUSINESS AND WORK (VARIOUS), MEN AND WOMEN White, Twill Work Pants, Brown Uniform Work Pants, 8 1/4 Oz. 65% Polyester/35% Combed Cotton Twill. Slack Style Front Pocket, Two Set-In Hip Pockets. Left W/Button Closure. Darts Over Hip Pockets. Ref. Brand Red Kap Ptl0bn 2008874	\$12.500000 \$0.000000
6	0.00000	EA	SHIRTS, UNIFORM, MEN'S, LONG SLEEVE, POLYESTER/WOOL BLEND Brand: Elbeco Style: 313-3 Sizes: 14-18 \$25.85 18 1/2-19 \$31.00 20 \$31.00 22 \$37.20 Color: Light Blue, Wide Awake 100% Polyester, Tropical Weave 9-5, 10 Oz. Miraclean Finish. Convertable Collars, Extra Long Tails For Added Mobility. Pleated Pockets Closure. Long Loose Badge Tab Above The Left Pocket. Cotton Blend Inner Yoke And Collar Band. Five Stitched-In Military Creases, Cross Stitched Shoulder Straps. Fully Lined Placket Fronts. Removable Metal Button Accommodation On Flaps. Dress Uniform Light Tan, 65% Polyester 35% Combed Cottonl Lined, Banded Collar With Stays, And Lined Cuffs W/Rounded Corners. Seven Buttons, Center Pleat Placket. Two Hex Shaped Button-Thru Pockets. Sewn-Down Pencil Stall In Left Pocket. Ref: Red Kap Sp50lt. Brand:_____ Style No. _____ 20088733009	\$14.000000 \$0.000000
7	0.00000	EA	SHORT SLEEVE, SUMMER, MADE TO MEASURE Brand: Elbeco Style: 3313-3 Sizes: 14-18 \$23.25 18 1/2-19 \$27.90 20 \$27.90 22 \$33.50 Color: Light Blue, Wide Awake 100% Dacron Polyester, Tropical Weave 9-5, 10 Oz. Miraclean Finish. Convertable Collars, Extra Long Tails For Added Mobility. Pleated Pockets With Lined Scalloped Flaps With Velcro Closure. Long Loose Badge Tab Above The Left Pocket. Cotton Blend Inner Yoke And Collar Band. Five Stitched-In Military Creases, Cross Stitched Shoulder Straps. Fully Lined Placket Fronts. Removable Metal Button Accommodation On Flaps. Dress Uniform Light Lan, 65% Polyester 35% Combed Cotton, Lined, Banded Collar With Stays, And Lined Cuffs With Rounded Corners. Seven Buttons. Center Pleat Placket, Two Hex Shaped Button Thru Pockets, Sewn-Down Spencil Stall In Left Pocket. Ref: Red Kap Sp60lt. 2008896	\$11.000000 \$0.000000
8	0.00000	EA	TROUSERS, UNIFORM, CLASS B, MENS AND WOMENS, 6-1/2 OZ., 65% Brand: Fechheimer Sytle: 37200 Sizes: 28-42 \$30.35 44-50 \$33.35 52-54 \$36.40 Color: Navy Blue Length Up To 37", 100% Dacron Polyester, 11 - 11.5 Oz. Fabric Contains	\$18.000000 \$0.000000



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9	0.00000	EA	Permanent Washable And Drycleanable Moisture Transport System Soil Release. Khaki 7 1/2 Oz. 65% Polyester, 35% Cotton. Double Pleated Front. Lined Executive Style Waistband With Double Hook And Eye Closure. Two Slack Style Front Pockets. Two Set-In Hip Pockets With Button Closure On Left. Ref: Red Kap Pt38kh 2008896	\$18.000000 \$0.000000
10	0.00000		TROUSERS, UNIFORM, CLASS B, MENS AND WOMENS, 6-1/2 OZ., 65% Brand: Fechheimer Sytle: 37250 Sizes: 6-18 \$30.35 20-24 \$33.35 Color: Navy Blue Length Up To 37", 100% Dacron Polyester, 11 - 11.5 Oz. Fabric Contains Permanent Washable And Drycleanable Moisture Transport System Soil Release. Khaki 7 1/2 Oz. 65% Polyester, 35% Cotton. Double Pleated Front. Lined Executive Style Waistband With Double Hook And Eye Closure. Two Slack Style Front Pockets. Two Set-In Hip Pockets With Button Closure On Left. Ref: Red Kap Pt38kh Made For Women. 94829575052	\$0.000000 \$0.000000
11	0.00000		MISCELLANEOUS SERVICES (NOT OTHERWISE SPECIFIED) DISCOUNT, CREDIT, AND RETURNS 9155878	\$0.000000 \$0.000000
			MAIL PICKUP AND DELIVERY SERVICES FROM AND TO A UNITED STATE SHIPPING AND HANDLING ALL ORDERS LESS THAN \$200.00 WILL PAY SHIPPING	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N30

NET 30 DAYS